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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

DEFENDANT (3) *

COME NOW. Plaintiff pursuant to Fed. R. Civ. P. Rule 15 (a) hereby Amend its complaint Pleading due to new discovery after plaintiff initial complaint to now read Plaintiff is now a Citizen of the states of Connecticut (BRIDGEPORT). This is due to Plaintiff Now job, as a trucker, Plaintiff have move to Bridgeport Connecticut,

This Court Dismissed PAM for lack of jurisdiction, now a defendant in United States Court Eastern District of Kentucky Civil Action No.2:18-cv-045.

1. Plaintiff, Philip Emiabata is the owner of Volvo-Tractor, commercial Vehicle. Now a Citizen of the State of Connecticut.

2. The Frist Defendant is a Citizen of the State of Ohio

3. Second Defendant, Progressive Corporation. It is a Corporation of the State of Ohio and existing pursuant to the law of the State of Ohio. Frist Defendant, Second Defendant and third Defendant are incorporated in the State of Ohio also has their Principal place of Business and Head Quarter is 6300 WILSON MILLS RD. MAYFIELD VILLAGE, OHIO 44143. Both Defendants engaged in Providing lot of its Insurance Business in the State and Localities et al. Both Defendants Actively

Engaging in Transaction for the Purpose of Financial or Pecuniary Gain of Profit in the State of Ohio.

4. Plaintiff also brought this Complaint Pursuant to 28 U.S.C. Section 139 and 28 U.S.C 1332 and 1441 of the Title.

5. There are Complete Diversity of Citizenship between the Plaintiff and any of the Defendants. The Amount in controversy or amount Sought Exceeds the Sum of Seventy-Five Thousand Dollars (\$75,000.00).

6. For Diversity Jurisdiction Purposes, Federal court have a diversity Jurisdiction because there are Complete Diversity Exists between all of the plaintiff's and all the defendants.

7. Jurisdiction and Venue: This is a civil Action for Compensatory and Punitive Damages as well as Penalties, Cost and Remedies for Losses incurred by plaintiff as a result of Wrongful Act of: BAD-FAITH DEALING., NEGLIGENCE ENGAGED in by the Defendants., UNJUST ENRICHMENT, FRAUD et al. with the sum seeking by Plaintiff, above \$100,000.00.

8. Plaintiff also brought this Action Pursuant to FRCP. Rule 18 (a): Joinder of Claims.

9: FACTS AND BACKGROUND

This concerns dated Accident Claims of May 11, 2016. With Progressive Insurance Claim/Event #:16-3542802 Philema Brothers (dba) ISSUED BY PROGRESSIVE CASUALTY INSUANCE COMPANY on May 11,2016 in Ohio. And P.A.M. Transportation. That rendered my Commercial Vehicle Inoperable by this said cash. now Plaintiff have sued P.A.M. Transportation in the State of KENTUCKY.

10. On about May 11, 2016, Plaintiff Commercial Vehicle Volvo Tractor was park in a truck gas Station. (TA) at 145 Richwood road in Kentucky. When one of the Tortfeasor (PAM) Negligence back into my park truck, due to PAM driver careless conduct without taking care in backing up a tractor trailer, he cashes into my Vehicle. When PAM Driver, this Tortfeasor notice he has cash into my park Volvo Tractor, he ran away, leaving the Scene of the accident.

11. This said cash Rendered my vehicle inoperable and it was towed for Repair in the State of Ohio, where this said Vehicle do its business. Very important, one good Samaritan who observe the said accident, saw PAM Transportation driver leaving the Scene of the accident. Went into the Gas Station at the front desk to report the accident and give the

Number of the truck and the name of the truck company to be PAM. Transportation with its number to be 34776. The Store Manager use the information on my truck and call me, that I should be coming to the truck-stop that is (TA) and said PAM. Transportation truck cash into my truck. Plaintiff Reported the accident to POLICE and Plaintiff was given the report #16003553.

12. Plaintiff filed a claim with the Defendants Progressive Casualty Insurance Company et al as Plaintiff Purchased it insurance in the State of Ohio, Ohio was the place plaintiff negotiation of this said insurance and the truck perform it business in the State of Ohio. It was in the State of Ohio Defendants gave Plaintiff This Claim # 16-3542802 on September 13, 2016. Plaintiff got Estimate from a Reputable garage or body shop that is Volvo Dealership, this Estimate was given to the defendants in the State of Ohio.

13. At THE TIME/DATE of this said accident Plaintiff Truck was FULLY INSURED BY THE DEFENDANTS. On about 10/12/16 the Defendants send one of their Representative Kenneth W. Barber out of The State of Ohio to Inspect the damage truck.

14. November 29, 2016 Defendants through its Representative, one Christopher Thompson (Commercial Claim Adjuster) in

The State of Ohio with his letter dated November 29, 2016 at paragraph 3 he stated here "your vehicle damages' that Plaintiff witness another vehicle hit both side of plaintiff vehicle. Here Defendants through Their Commercial Claim Adjuster, particularly and obvious misrepresent the truth which amount to Fraudulent Misrepresentation. When these Defendants along have the information that it was one good Samaritan that reported this said accident. This Act of these Defendants, JOINTLY and SEVERAL engaged in Fraudulent Misrepresentation through Christopher Thompson, was done by these Defendants to Delay a rightful Claim Statement., Defraud Plaintiff (FRAUD PLINTIFF) These Defendants Failure to pay to REPAIR plaintiff truck insured by them, amounts to an injustice, such the doctrine of Promissory Estoppel Applies.

15. For the Defendants refused to pay for repair, this conferred a Substantial Benefit on these Defendants, these Defendants knew it benefitted by their retention of more than \$27,000.00 cost of repairing Plaintiff truck, fully insured by these Defendants is unjust hence Defendants UNJUST ENRICHMENT

16. Defendants through Mr. Thompson. Fraudulent Inducement Plaintiff by asking Plaintiff to filed a two accidents Claims before they can pay for repair to Plaintiff damages truck supra. Is a FRAUD. This is supported by the

Defendants Failure to submit to Plaintiff any Evidence why they refused to Repair/pay for Plaintiff Truck Repairs.

For the above mentions Action of these Defendants Conducts tortuously interfered with Plaintiff business -relationship SO-FAR is particularly Egregious, hence Defendants is in Violation of the Duty of Good Faith and Fair Dealing by refusing to pay a VALID/RIGHTFULLY CLAIM, USING Delay tactics to Settle a rightful claim, Improper Investigation, Wrong Valuation of the Damaged Property, engaging in Fraud, Delay Tactics to Settle a Claim and Failed to Defend Plaintiff Claim against P.A.M. Transportation Tortfeasor hence Defendants, Jointly and Several through Thompson are in BREACH OF CONTRACT Plaintiff Entered with them (Defendants) to protect Plaintiff Commercial Vehicle.

17. Plaintiff is Seeking for Compensatory and Punitive Damages for the Breach of Contract by these Defendants Jointly and Several, for losses Due to loss Profits Opportunity Suffered by Plaintiff before Awarding Damage, the Sum of \$450,000.00.

18. Christopher Thompson (Commercial Claim Adjuster) Of the Defendants asked me to file for or make two Claims before he can consider fully my Claim, he said it was two difference accident, this is Fraudulent Inducement Which Amount to Fraud supra.

19. This Truck make \$70,000.00 annual part time Contract Job three days a week, at the Trial Plaintiff will submit evidence of this said job. This Truck have been INOPERABLE for more than two years, hence loss of Wages is \$70,000.00 a year for two years which is \$140,000.00 and plus \$60,000.00 For Other 2days a week for two years. All TOTAL WAGES LOSS IS \$200,000.00.

20. FOR The Reasons Stated Herein, Plaintiff is asking through this court the sum of \$200,000.00 loss wages, \$ 26,672.92 For parts and Labor to repair the said damage Plaintiff truck. Plus \$450,000.00 Compensatory and Punitive Damages All Total \$ 676,672.92.

WHEREFORE, From the Foregoing, Plaintiff Respectfully ask the court to Grant plaintiff the Followings:

- (a) Award the Sum of \$ 676,672.92. Jointly and Several against these Defendants for parts/labor., Compensatory/Incidental and Punitive Damages
- (b) And such other and further relief to which Plaintiff may be entitled to.

Dated. May 19, 2018

Respectfully Submitted


PHILIP EMIABATA

CERTIFICATE OF SERVICE

Plaintiff, Philip Emiabata hereby certify that on this date May 20, 2018, Plaintiff filed this Amended Plaintiff Complaint with the Clerk of the Court Via Overnight Mail (FedEx.). Based on the records currently on file in this Case, the Clerk of the Court will transmit a Notice of Electronic Filing to those registered participants of Electronic Case Filing System.

X 

PHILIP EMIABATA
Pro Se